



STATE OF IOWA
MASTER AGREEMENT
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 06-01-2008
 EXPIRATION DATE: 05-31-2009
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VENDOR:

Key Industries Inc
400 Marble Rd

Fort Scott, KS 66701-9990
USA

VENDOR CONTACT:

Joy O'Neal
PHONE: 800-835-0365 **EXT:** 311
EMAIL:

ISSUER:

SHARON DOWNEY
PHONE: 515-281-5982
EMAIL: Sharon.Downey@iowa.gov

FOB FOB Ship Pt, Freight Prepaid

Contract For: Clothing, bedding and linens

Contract to provide clothing, bedding and linens pursuant to the specifications, terms and conditions of sealed bid no. 0907005133 dated 5/25/2007 on file with the department of Administrative Services/GSE/procurement services.

Under \$100 there is a \$5.00 service charge
 Net 30

contract: Joy O'Neal
 ph 800-835-0365
 fax: 620-223-5822
 email: joneal@keyapparel.com

RENEWAL OPTIONS

FROM 06-01-2008 **TO** 05-31-2009
FROM 06-01-2009 **TO** 05-31-2010
FROM 06-01-2010 **TO** 05-31-2011

AUTHORIZED DEPARTMENT

ALL
 SUB Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		200	\$0.000000 \$0.000000
CLOTHING: ATHLETIC, CASUAL, DRESS, UNIFORM, WEATHER AND WORK Note: items mark with * may need a waiver from IPI before you can purchase Additional items not listed you must call vendor to get current pricing.				
2	0.00000		96286	\$0.000000 \$0.000000
Transportation of Goods and Other Freight Services shipping prices good to 12-31-07 freight				
3	0.00000	EA	20044	\$11.250000 \$0.000000
Pants, Slacks, Trousers, Shorts, Jeans, etc. www.keyindustriesinc.com Keys Indigo Dungaree shorts page 31 catalog product number: 164.45 11 3/4 oz. 100% cotton. button waistband. triple needle stitching, rivets at stress points. five pockets. hammer loop. oversized utility pocket. sizes: 28-44				
4	0.00000	EA	20044	\$13.950000 \$0.000000
Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys value indigo denim bib overall Hi-back, zipper fly 11 1/2 oz. 100% cotton. triple needle stitching. bartacked stress points. adjustable shoulder straps. double compartment bid pocket with snap closures. button side closures. hammer loop, single oversized utility pocket. pencil pocket. product number 215.41 sizes: 30 - 60 page 28 catalog				
5	0.00000	EA	20044	\$18.250000 \$0.000000
Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys Hickory stripe bib overall, hi back, page 27 catalog. 11 1/2 oz. 100% cotton. Button fly, triple needle stitching. bartacked stress points. adjustable shoulder straps. Double compartment bib pocket, button utility pocket. double bottom front and hip pockets. pencil pocket. product number: 235.47 sizes: 30-56				
6	0.00000	EA	20044	\$20.000000 \$0.000000
Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys Indigo denim bib overall hi back, enzyme washed, zip fly 11 3/4 oz. 100% cotton, product number: 272.42 sizes: 28- 56				
7	0.00000	EA	20044	\$11.950000 \$0.000000
Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys Khahi twill pants				



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
8	0.00000	EA	20044 page 36 catalog Fineline twill uniform pant, 8 1/2 oz. 65% poly/35% cotton. Wrinkle resistant, stain repellent finish. button waistband closure, five pockets, double bottom front pockers Product number 661.24 other colors available: 31 Loden green, 41 Navy. sizes: 30 - 64	\$17.950000 \$0.000000
9	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys LS fisher stripe, unlined coverall, 10 oz. 100% cotton. Felled seams. two way front zipper, adjustable snap cuffs. Snap closure at neck, six pockets, bi swing back, oversized utility pocket. pocket pass through, pencil pocket on sleeve. elastic waist take up. Hammer loop. Product number: 993.18 sizes: 34 - 56	\$10.000000 \$0.000000
10	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys SS twill uniform shirt, folded pack 5 1/2 oz. 65% poly/35% cotton, wrinkle resistant, stain repellent finish. Double needle stitching, 7 button front, 8 button front on talls, Extra button on front hem. Collar stays, two chest pockets with mitered pocket flaps. Banded collar, pleated back yoke, pencil stall. page 34 catalog Product number: 5551.24 color 24 Khaki, 31 Loden Green, 41 Navy. sizes: Small - 5XL Note: color 31 sizes: Med.- 3xl only	\$11.000000 \$0.000000
11	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys twill uniform shirt, LS, folded pack page 34 catalog 5 1/2 oz. 65% poly/35% cotton. Wrinkle resistant, stain repellent finish, double needle stitching. 7 button front. 8 button front on talls. Extra button on front hem, finished "X" on doghouse placket. Double button cuffs with button on sleeve vent. Collar stays. two chest pockets with mitered pocked flaps. Banded collar, pleated back yoke. Pencil stall. product number: 5561 colors: 24 Khaki, 31 Loden Green, 41 Navy. sizes: Small - 5XL	\$14.950000 \$0.000000
			Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys Lightweight poplin unlined coverall, short sleeve page 37 catalog 5 1/4 oz. 65% poly/35% cotton, two-way nylon zipper, six pockets, action back. elastic waist take-up Product number: 996 colors: 24 Khaki, 41 Navy sizes: M (40) 3xl (56)	



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12	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. Keys Insulated Duck bib overall, waist zip. water and stain repellent finish. page 21 catalog. 100% cotton mid-weight duck. Heavyweight bonded polyester fiberfil insulation. Black taffeta lining. Antique brass hardware, two-way #8 antique brass leg zippers to waist with extended self-fabric pulls. two-way #5 antique brass front zipper with extended self-fabric pull. Exterior storm flap on legs with antique brass snaps. concealed snap at waist. Snap take-up on back of legs. Two exterior front chest pockets each with concealed zippered closure. Two interior storage pockets with velco closure. Oversized reinforced back pockets double knee with cleanout. two utility pockets, reinforced front pockets, elastic wasit take-ups, triple needle stitching, hammer loop, locker loop. product number: 275 colors: Firm hand 01 black, 21 brown Sizes: Small - 5XL	\$27.950000 \$0.000000
13	0.00000	EA	20016 Coats, Jackets, Parkas, Vests (Cold Weather) Keys Insulated hooded duck jacket, water and stain repellent finish, page 22 catalog 100% cotton mid-weight duck. Heavyweight bonded polyester fiberfil insulation. Black taffeta lining. Recessed dyed-to match knit storm cuffs with black taffeta facing, Antique brass hardware #8 antique brass front zipper with extended self-fabric pull. Bar tacks at stress points. Pleated back for ease of movement. Pleated elbow for easse of movement. 2 piece sleeve, two lower front pockets with fleece lining. Two interior storage pickets eith velcro closure, 3-piece hood with fleece lining and drawstring, triple needle stitching. Locker loop. product number: 372 colors: firm hand 01 black, 21 brown sizes: small to 3xl	\$27.950000 \$0.000000
14	0.00000	EA	20016 Coats, Jackets, Parkas, Vests (Cold Weather) Keys Promotional insulated duck hooded jacket, water and stain replellent finish. page 42 catalog. 100% cotton mid-weight duck. Heavyweight bonded polyester fiberfil insulation. Black taffeta lining. Exposed dyed-to match knit cuffs, antique brass hardware, #5 antique brass front zipper with extended self-fabric pull. Bartacks at stress points. 2-piece sleeve, one interior storage pocket with velcro closure, 3-piece hood with fleece lining and drawstring. Triple needle stitching. Locer loop. product number: 374 colors: firm hand .01 black, 21 brown. sizes: Med - 3xl	\$22.950000 \$0.000000
15	0.00000	EA	20016 Coats, Jackets, Parkas, Vests (Cold Weather) Keys premium insulated hooded fleece lined jacket, water and stain repellent finish. page 13 catalog	\$31.950000 \$0.000000



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			<p>100% cotton heavyweight duck. Heavyweight bonded polyester fiberfil insulation. Fleece body lining, black taffeta sleeve lining. recessed dyed-to-match knit storm cuffs with self-fabric facing. antique brass hardware #8 antique brass front zipper with extended self-fabric pull. Rivets at stress pints. True bi-swing action back with hidden elastic for ease of movement. true articulated elbow for ease of movement. 4 piece sleeve, two lower front pockets with fleece lining, two interior storage pockets with velcro closure, 3 piece hood with fleece lining and drawstring. Triple needle stitching. Locker loop.</p> <p>product number: 376</p> <p>colors: Firm hand .01 black, 21 brown, 07 balck, 26 brown, 27 bark, 35 moss</p> <p>sizes: small - 5 xl</p>	
16	0.00000	EA	20016	\$32.950000 \$0.000000
			<p>Coats, Jackets, Parkas, Vests (Cold Weather)</p> <p>Keys Promotinal insulated duck coverall, Hip zip, water and stain repellent finish.</p> <p>page 42 catolog</p> <p>100% cotton mid-weight duck, Heavyweight bonded polyester fiberfil insulation. Black taffeta lining. Elastic in cuffs. Antique brass hardware, one-way #8 antique brass leg zippers to hip with extended self-fabric pulls. Two-way #5 antique brass front zipper with extended self-fabric pull, concealed snap at waist. Snap take-up on back of legs. Exterior storm flap on legs with antique brass snaps. 2- piece sleeve two exterior front chest pockets. One interior storage pocket with velcro closure. Utility pocket. Oversized back pockets. Elastic waist take-ups. Triple needle stitching, Hammer loop, locker loop.</p> <p>product number: 974</p> <p>colors: firm hand 01 black, 21 brown</p> <p>sizes: small to 2xl</p>	
17	0.00000	EA	20044	\$33.950000 \$0.000000
			<p>Pants, Slacks, Trousers, Shorts, Jeans, etc.</p> <p>Keys Insulated twill coverall, waist zip, water and stain repellent finish</p> <p>page 23 catolog</p> <p>65% polyester 35% cotton, heavyweight bonded polyester fiberfil insulation. Black taffeta lining. recessed dyed-to-match knit storm cuffs with black taffeta facing. Corduroy collar with hood snaps. Antique brass hardware. two-way #8 antique brass leg zippers to waist wit extended self-facric pulls. two-way #5 antique brass front zipper with extended self-fabric pull. concealed snap at waist. snap take-up on back of legs, pleated back for ease of movement. Pleasted elbow for ease of movement. Exterior storm flap on legs with antique brass snaps. 2-piece sleeve, two exterior front chest pockets with concealed zippered closure. Two interior storage pockets wit velcro closure. Oversized reinforced back pockets. two utility pockets. Reinforced front pockets, double knee with cleanout, elastic wasit take-ups, triple needle stitching, hammer loop, locker loop.</p> <p>product number: 975</p> <p>colors: 31 Loden green, 41 Navy</p> <p>sizes: small to 3xl</p>	
18	0.00000	EA	20044	\$9.900000 \$0.000000
			<p>Pants, Slacks, Trousers, Shorts, Jeans, etc.</p> <p>*Keys*****</p> <p>Heavyweight Indigo Denim 5 pocket jean, fit over most boots.</p>	



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			13 3/4 oz. 100% cotton. button wasitband, felled outseam and safety stitched inseam. Bartacked stress points. Reg Sizes. Product number 4874.45 page 31 catolog colors: 45 Indigo Denim, Enzyme washed, 48 Indigo denim, 49 Indigo Denim, rinsed	
19	0.00000	EA	20044	\$10.890000 \$0.000000
			Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specifications as line 18 Keys jeans product number 4874.45 page 31 size: 44-50 waist	
20	0.00000	EA	20044	\$9.480000 \$0.000000
			Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specification as line 18 Keys jeans product number 4874.48 sizes: 52-56 waist	
21	0.00000	EA	20044	\$8.690000 \$0.000000
			Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specification as line 18 Keys jeans product number 4874-48 sizes. 44-50 waist	
22	0.00000	EA	20044	\$8.690000 \$0.000000
			Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** Same specification as line 18 Keys jeans product number 4874.48 sizes 44- 50 waist	
23	0.00000	EA	20044	\$9.480000 \$0.000000
			Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** Same specification as line 18 Keys jeans product number 4874.48 sizes: 52-58 wasit	
24	0.00000	EA	20044	\$10.270000 \$0.000000
			Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specification as line 18 Keys jeans product number 4874-48 sizes: 60 waist	



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25	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specification as line 18 Keys jeans product number 4874.49 sizes: reg sizes	\$8.900000 \$0.000000
26	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specification as line 18 Keys jeans product number 4874.49 sizes 44-50 waist	\$9.790000 \$0.000000
27	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specification as line 18 Keys jeans products number 4874.49 sizes 52-56 waist	\$10.680000 \$0.000000
28	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** Indigo denim Dungaree, 11 3/4 oz. 100% cotton, button waistband, triple needle stitching, rivets at stress points, five pockets, hammer loop. oversized utility pocket, Colors: 41 Indigo denim, 43 indigo denim, rinsed, 45 indigo denim, enzyme washed. Keys jeans product number: 402.41 sizes> reg sizes.	\$10.500000 \$0.000000
29	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specification as lline 28 Keys jeans product number 402.41 sizes: 44-50 waist	\$11.550000 \$0.000000
30	0.00000	EA	20044 Pants, Slacks, Trousers, Shorts, Jeans, etc. ***** same specification as line 28 Keys jeans product number 402.41 sizes 52-58 waist	\$12.600000 \$0.000000



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31	0.00000	EA	20044	\$13.650000
			Pants, Slacks, Trousers, Shorts, Jeans, etc.	\$0.000000

			same specification as line 28	
			Keys jeans	
			product number 402.41	
			size 60-66 waist	



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TERMS AND CONDITIONS**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.